

WWR#041239374

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

In re:	:	
	:	
CUSITECH, LLC,	:	Case No. 23-53233
	:	
	:	Chapter 7
	:	
Debtor.	:	Judge C. Kathryn Preston

**NOTICE OF TRUSTEE'S ABANDONMENT OF PERSONAL PROPERTY**

The duly qualified and acting Trustee herein respectfully represents that:

1. The following personal property is listed as an asset of this estate: Pathways Financial Credit Union Business Checking Account ending XXXXX0150 with a balance of \$106,111.45 as of November 2, 2023.
2. Said property has no realizable value to the estate for the reason that it is subject to a Business Line of Credit Agreement in favor of PATHWAYS FINANCIAL CREDIT UNION in the amount of \$750,000.00.
3. A copy of the Contract is attached hereto as Exhibit "A", a copy of Cusitech's Business Checking Account Statement is attached hereto as Exhibit "B" dated September 1, 2023 - September 30, 2023. A copy of the Checking Account Balance as of November 2, 2023 is attached hereto as Exhibit "C" as new statements are not generated until mid-month.
4. The trustee has reviewed copies of all documents by which any encumbrances against the property were created or perfected.

5. A written objection to the proposed abandonment must be filed and served on the trustee, the debtor, debtor's attorney and the party proposing abandonment, no later than fourteen (14) days from the date of service or the property is deemed abandoned without further notice.

WHEREFORE, the Trustee abandons the above-mentioned items.

/s/ Christal L Caudill

Christal L Caudill  
Chapter 7 Trustee

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Trustee's Abandonment of Personal Property was served: (i) **electronically** on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the court and (ii) by **First Class Mail** on December 8, 2023 addressed to:

CUSITECH, LLC, 833 Green Crest Drive, Westerville, OH 43081  
Centra Funding LLC, 1400 Preston Rd. #115, Plano, TX 75093  
Downtown Electric & Lighting Inc., 78 Tumbleweed Trail, Penrose, CO 81240  
Ford Motor Credit, PO Box 650575, Dallas, TX 75265-5575  
MW GRP Capital, 17 State Street, Suite 630, New York, NY 10004  
Pathways Federal Credit Union, 5665 North Hamilton Road, Columbus, OH 43230  
Peak Professional Contractors Inc., 1428 North Franklin Street, Colorado Springs, CO 80907  
Pearl Delta Funding LLC, 525 Washington Blvd., Suite 300, Jersey City, NJ 07310  
Small Business Administration, 2 North Street, Suite 320, Birmingham, AL 35203  
Steve's Electric of South Florida Inc., Attn. Steve Vandenburg, 1093 Fenway Rd., Port Saint Lucie, FL 34953  
Systems Electric Inc., 90 Talamine Ct., Colorado Springs, CO 80907  
TD Auto Finance LLC, 2777 Inkster Rd., Farmington, MI 48334  
Zions Credit Corporation, DBA Vectra Bank Colorado, 310 South Main Street, Suite 1300, Salt Lake City, UT 84101  
Bethany Hamilton, Esq United States Attorney's Office, 303 Marconi Blvd., Suite 200, Columbus, OH 43215

Debra L. Fortenberry Esq., Fortenberry Law Group LLC, 620 S. Cascade Ave., Suite 103, Colorado Springs, CO 80903

Diane Rhonda Randeem Esq., Office of Theodore John Cohen Esq., 410 Jericho Turnpike, Jericho, NY 11753

ITASCA PARTNERS LLC, 1428 North Franklin Street, Colorado Springs, CO 80907

Mulliken Weiner Berg & Jolivet, Alamo Corporate Center, 102 South Tejon Street, Suite 900, Colorado Springs, CO 80903

Sampson MCA LLP, C/O Luis Rothery Berkovitch and Bouskila, 1545 Route 202, Suite 101, Pomona, NY 10970

Systems Electric Inc., 5295 Suburban Drive, Colorado Springs, CO 80911

US Small Business Administration, 65 E. State Street, Suite 1350, Columbus, OH 43215

US Small Business Administration, 2 North Street, Suite 320, Birmingham, AL 35203

Vectra Bank Colorado, 111 South Tejon Street, #103, Colorado Springs, CO 80903

Virginia P. Sherlock Esq., Littman Sherlock & Heims PA, PO Box 1197, Stuart, FL 34995

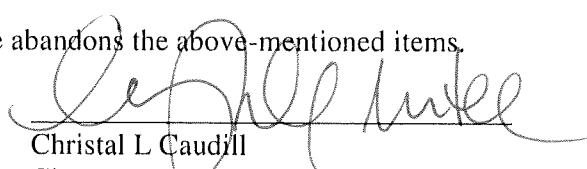
Craig Kalie, 7255 Upper Cambridge Way, Westerville, OH 43082

/s/ Geoffrey J. Peters

GEOFFREY J. PETERS #0063502

5. A written objection to the proposed abandonment must be filed and served on the trustee, the debtor, debtor's attorney and the party proposing abandonment, no later than fourteen (14) days from the date of service or the property is deemed abandoned without further notice.

WHEREFORE, the Trustee abandons the above-mentioned items.



Christal L Caudill  
Chapter 7 Trustee

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Trustee's Abandonment of Personal Property was served: (i) electronically on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the court and (ii) by First Class Mail on \_\_\_\_\_ addressed to:

CUSITECH, LLC, 833 Green Crest Drive, Westerville, OH 43081  
Centra Funding LLC, 1400 Preston Rd. #115, Plano, TX 75093  
Downtown Electric & Lighting Inc., 78 Tumbleweed Trail, Penrose, CO 81240  
Ford Motor Credit, PO Box 650575, Dallas, TX 75265-5575  
MW GRP Capital, 17 State Street, Suite 630, New York, NY 10004  
Pathways Federal Credit Union, 5665 North Hamilton Road, Columbus, OH 43230  
Peak Professional Contractors Inc., 1428 North Franklin Street, Colorado Springs, CO 80907  
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TD Auto Finance LLC, 2777 Inkster Rd., Farmington, MI 48334  
Zions Credit Corporation, DBA Vectra Bank Colorado, 310 South Main Street, Suite 1300, Salt Lake City, UT 84101  
Bethany Hamilton, Esq United States Attorney's Office, 303 Marconi Blvd., Suite 200, Columbus, OH 43215

## Business Line of Credit Agreement

Maximum Credit Limit	Date of Agreement	Agreement Maturity Date	Loan Number	Account Number	Loan Officer Initials
\$750,000.00	01/06/2023	01/06/2024	████████ 2-650	████████	

**Borrower Name and Address:**

CUSITech LLC  
833 Green Crest DR  
Westerville, OH 43081

**Parties Authorized To Request Advance:**

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In this Agreement, the words "We," "Us," "Our" and "Credit Union" mean Pathways Financial Credit Union. The words "You," "Your" and "Borrower" mean the Borrower and/or other parties authorized to access Your Account. Numbers, phrases or words preceded by a  are applicable only if the  is marked, e.g. .

**1. PROMISE TO PAY.** You promise to pay Us all amounts charged to Your Account under this Agreement, together with Finance Charges, Late Charges, Collection Costs or other charges described herein.

**2. USE OF YOUR ACCOUNT.** You agree to use any amounts advanced on Your Account only for business purposes.

**3. CREDIT LIMIT.** We have granted You a Maximum Credit Limit which is shown above and You agree not to exceed it. If You do, You will be in default under this Agreement and, in addition to any other rights We may have, We may require You to repay such excess sums immediately.

**4. ADVANCES.** You may request an advance by telephone, in person, by letter or by using any other means We have provided to access Your Account. When advances are requested, We may require proof of the identity of the party making the request. Unless Your Account has been terminated or suspended by Us, You will have credit available up to Your Maximum Credit Limit. All advances or readvances will be made directly to Your Business Checking Account. Advances may be made in person at the Credit Union, by telephone or in writing. We may require that all verbal or telephonic advances be confirmed in writing. In any event, such advances will appear on a subsequent statement which will be conclusive evidence of the request and Your obligation to repay it.

We are under no obligation to advance funds to You if: (a) You are in default under the terms of this Agreement or any agreement You have with Us; (b) You cease doing business or are insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke the guaranty of this Agreement; (d) You have applied the funds borrowed under this Agreement to any purpose other than authorized by Us; or (e) We believe that We are under-secured under this Agreement or any other agreement You have with Us.

**5. PAYMENTS.** Amounts You owe Us are payable on demand, or if no demand is made, Your payment shall be in an amount equal to:  \_\_\_\_\_ % of Your unpaid Account balance as of the closing date of each billing cycle, subject to the lesser of \$ \_\_\_\_\_ or Your Account balance; or  all accrued yet unpaid Interest due, subject to the lesser of \$ 50.00 or Your Account balance; or  all outstanding principal, interest and any other charges owing. Payments will begin on February 2, 2023 and:  continue on the same day each month, thereafter;  continue on the same day each quarter, thereafter;  continue on the same day semi-annually, thereafter; or  will be due in full on the Agreement Maturity Date. You promise to maintain a balance in Your Business Checking Account sufficient to pay each payment as it becomes due. You may repay or prepay all or any portion of Your Account at any time without penalty. However, any loan fees will not be refunded. Payments will be applied first to any Late Charges owing, then to any fees owing, then to interest, then to the unpaid principal balance. Any remaining accrued but unpaid interest will be paid by subsequent payments and will not be added to Your principal balance. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. You will repay in full all principal, unpaid Interest or other charges no later than the Agreement Maturity Date. All payments to Us must be in lawful money of the United States.

**5A. ADDITIONAL PAYMENT TERMS.** You also agree to reduce the balance in Your Account to zero dollars for at least 30 consecutive days no less than One times during the twelve month period following the date of this Agreement.

**6. INTEREST.** You will be charged Interest at a:  Variable Periodic Rate; or  Fixed Periodic Rate; on Your Account for the period a balance is outstanding. Balances change each time advances are made, payments are made or credits given. The Interest begins to accrue on the date of each advance and there is no grace period.

The Interest is determined by multiplying the unpaid balance in Your Account at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate. The balance used to compute the Interest is the unpaid balance each day after payments, credits and unpaid Interest or Late Charges have been subtracted and new advances, insurance premiums and/or other charges have been added. The daily Interest charges are then added together and the sum is the amount of Interest owed for the billing cycle being accounted for. On the date Your Account is established, Interest will be computed using a Daily Periodic Rate of \_\_\_\_\_ %, corresponding to an Annual Interest Rate of \_\_\_\_\_ %.

The Interest is determined by multiplying the average daily balance outstanding during the month (including new advances) by the applicable periodic rate. To get the average daily balance, We take the beginning balance of Your Account each day, add any new advances, insurance premiums and/or other charges and subtract any payments, credits and unpaid Interest charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Interest charge for a billing cycle is computed by multiplying the average daily balance subject to an Interest charge by the:  Daily Periodic Rate times the number of days in the billing cycle; or  Monthly Periodic Rate. On the date Your Account is established, Interest will be computed using a:  Daily Periodic Rate of 0.0288 %, corresponding to an Annual Interest Rate of 10.50 %; or  Monthly Periodic Rate of \_\_\_\_\_ %, corresponding to an Annual Interest Rate of \_\_\_\_\_ %.

All interest and fees will be computed on a 365-day basis for the actual number of days elapsed, or any other basis selected in Our sole discretion, resulting in a lesser factor. Interest will be charged until all amounts owed under this Agreement are paid in full.

## ADDITIONAL PROVISIONS

**7. VARIABLE RATE.** Your Account is subject to a Variable Rate which is based on the Wall Street Journal Prime Rate. The current WSJ Prime Rate is 7.50% as of December 15, 2022 ("Index") plus 3.00 % ("Margin"). The Index plus the Margin equals the Interest Rate. Any change in the Index will cause changes in the Interest Rate on The first day of the following quarter and will affect the amount of Your scheduled payment. Your Interest Rate will never be greater than 18 % nor less than 3.00 % and will apply to the remaining principal balance.

**8. LATE CHARGE AND DEFAULT RATE.** If Your payment is 10 or more days late You will be charged:  10.00 % of the scheduled payment due or \$ 25.00, whichever is greater; or  \$           . Additionally, if Your Account is in default, and during the continuation of any default under this Agreement, advances will be granted solely at Our option and Interest will accrue on Your entire Account balance at the:  Fixed Annual Percentage Rate;  Variable Annual Percentage Rate; shown in this Agreement plus            percentage points. Any advances We grant during default will not constitute a waiver of that default.

**9. FEES AND OTHER CHARGES.** In addition to Interest, Your Account is subject to certain other fees and charges which You agree to pay either separately or as a result of advances made to Your Account.

Loan Origination \$ <u>          </u>	Documentation \$ <u>          </u>	Other <u>          </u> \$ <u>          </u>
Title Report \$ <u>          </u>	Recording \$ <u>          </u>	Other <u>          </u> \$ <u>          </u>
Appraisal \$ <u>          </u>		Other <u>          </u> \$ <u>          </u>

You also agree to pay Us for any expenses We incur in the preparation of this Agreement and any other agreement or instrument required by Us. Expenses include, but are not limited to, reasonable attorneys' fees.

**10. COLLECTION COSTS.** To the extent permitted by law, You agree to pay all costs of collections, including attorneys' fees whether or not suit is filed, and other costs, including court costs.

**11. SECURITY.** Your Agreement is secured by the real or personal property pledged and described in the security documents listed below, if any (identify mortgage, deed of trust, security agreement, pledge, hypothecation or similar document):

UCC on all business assets including accounts receivables.

Your Agreement will also be secured by any real or personal property as evidenced by any security documents that may be executed now or in the future that indicate that they secure this Agreement. Collectively, all of the real or personal property pledged to secure this Agreement, whether now or in the future, shall be referred to as "Collateral" in this Agreement.

You promise to maintain any Collateral pledged for this Agreement in good condition. You further agree to help protect Our interest in the Collateral; not to change the location of the Collateral without Our permission; and not to use the Collateral in a reckless or unlawful manner.

**11A. DEPOSIT ACCOUNTS.** As permitted by law, You agree that all transactions under this Agreement will be secured by Your deposit accounts (except IRA, Keogh or Trust accounts) and any dividends due or to become due to You from Us to the extent that You owe on any unpaid balance on Your Account.

**12. PROPERTY INSURANCE.** You agree to provide fire, collision, theft, comprehensive and other hazards insurance for the Collateral in the amount and for the period required by Us, with Us named as Loss Payee for Our protection. You may purchase the insurance from any insurer You want, but We have the right not to accept the insurer for reasonable cause. If You do not get or keep such insurance, We may (but are under no obligation to do so) obtain it and add the costs to the principal balance of Your Account and You agree to pay for it.

**13. LIFE INSURANCE.** If We require life insurance, You promise to maintain life insurance on You and on those of Your employees and agents whom We may specify in the amount and for the period required by Us, with the Credit Union named as the assignee of the beneficial interest, all for Our protection. The proceeds of any such insurance will be applied to Your obligation under the terms of this Agreement and any excess will be paid to the Secondary Beneficiary named in the insurance policy.

**14. DEFAULT.** You will be in default if:

- a. You do not make any payment or perform any obligation under this Agreement or any other agreement You may have with Us;
- b. You should die, become involved in any insolvency, bankruptcy, receivership or custodial proceeding brought by or against You, or You have made an assignment for the benefit of creditors;
- c. You have made false or misleading representations to Us in any material respect;
- d. A judgment or tax lien should be filed against You, or any attachment or garnishment should be issued against You or against any of Your property or rights on or in which We have a lien or security interest;
- e. We should, in good faith, believe Your ability to repay Us hereunder is or soon will be impaired, time being of the very essence; or
- f. You do not maintain all fixed company assets in good repair.

We may also declare Your loan in default if the following ratios and/or requirements are not maintained:

- a. Debt Service Coverage Ratio (earnings net of taxes to debt service) 1.25 %
- b. Current Ratio (current assets to current liabilities) N/A %
- c. Debt to Net Worth 8:50:1 %
- d. Distributions to Principals of Borrower and Guarantors shall not exceed           .
- e. If loan is risk rated 5 or higher           .

f. Quarterly A/R Reports are not required. Monthly Financials are not received until line of credit is not paid in full and revised at a zero balance for five business days during a 12 month cycle.

If the above ratios and/or requirements are not maintained, You will be charged \$ n/a, for each such ratio or requirement that We agree to waive.

**ADDITIONAL PROVISIONS**

Upon any occurrence of default, and to the extent permitted by law, We may declare the entire balance of Your Account immediately due and payable, without prior notice or demand. If the entire balance is not then paid immediately upon default, and if permitted by law, any Collateral pledged as security shall be voluntarily surrendered to Us at a time and place acceptable to Us. If this is not done, to the extent permitted by law, We may enter the premises where the Collateral is located and take possession of it and We may assert the defense of a superior right of possession as the holder of a security interest to any offense of alleged wrongful taking and conversion. We may sell or dispose of the Collateral in any manner permitted by law, and the proceeds of such sale shall be applied to Your loan, and any resulting deficiency on Your loan shall be immediately paid to Us. As permitted by law, We shall have the right to impress and enforce a statutory lien upon the shares and dividends of any member indebted to Us and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

Upon default of any of the obligations set forth herein, You authorize and empower any attorney, Justice of the Peace, or Clerk of Court of Record in any venue in the State of Ohio, or in any other venue We so choose, to enter judgment by confession against You, jointly and severally, in favor of Pathways Financial Credit Union or its assigns, for the full amount due plus all costs of collection, including without limitation court costs and reasonable attorneys' fees. You expressly waive any summons or other process, consents to immediate execution of said judgment, and expressly waive benefit of all exemption laws and presentment, demand, protest, and notice of maturity, and/or protest, and also waive benefit of any other requirements necessary to hold You liable.

**15. FINANCIAL INFORMATION.** You agree and warrant: (a) that You are not in default on any obligation for borrowed money, any purchase money obligation or any material lease, commitment, contract, instrument or obligation and that all financial information You have supplied to Us is accurate and complete; (b) to furnish Us within 90 days after the end of Your fiscal year, detailed annual financial statements prepared by an independent Certified Public Accountant and to furnish Us personal financial statements by April 15 of each year during the term of this Agreement; (c) that there is no lawsuit, tax claim or other dispute pending or threatened against You, which if lost, would impair Your financial condition or that of Your business, or would impair Your ability to repay this loan, except as have been disclosed in writing to Us. You agree to notify Us immediately of any such lawsuit, tax claim or other dispute pending or threatened against You or any other material change in or condition of Your circumstances that may affect the repayment of Your obligation under the terms of this Agreement; (d) to immediately furnish, upon Our request, any records related to the business for which the proceeds of this loan were given; (e) to permit the Credit Union to inspect, at any time and without notice, the premises of, records of, and operations of the business for which the proceeds of this loan were given.

**16. TERMINATION.** If You are in default, or if You act or fail to act in a way that adversely affects Our security interest or other rights in the Collateral, or if You have committed fraud or made a material misrepresentation in connection with Your Account, We may terminate this Agreement and require You to pay Us the outstanding balance in one payment, or subject to Governing Law, cause the Collateral to be sold and the proceeds of such sale to be applied to Your obligation to Us. To the extent permitted by law, You agree to pay any reasonable costs of protecting, retaking, repairing or selling the Collateral. If there is a lawsuit, You agree to submit to the jurisdiction of the courts of Franklin County, Ohio. We and You hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by Us against You or You against Us.

**17. DELAY IN ENFORCEMENT.** We can delay enforcing any of Our rights under this Agreement without losing them. We can accept late payments, partial payments or any other payments even if they are marked "paid in full" without losing any of Our rights under this Agreement.

**18. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.

**19. LIABILITY OF PARTIES.** All Borrowers are jointly and severally liable on this Agreement. This means that We can require any one of You to pay all amounts due under this Agreement, including credit advances made to any of You. If the terms of this Agreement change, no Borrower is relieved from any liability. You agree that We can renew or extend this Agreement or release any party from liability without the consent or notice to anyone. We may also modify this Agreement with notice only to the party with whom the modification is made.

**20. GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Ohio.

**WARNING**

By signing this paper you give up your right to notice and court trial. If you do not pay on time a court judgment may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on his part to comply with the agreement, or any other cause.

You have signed this Agreement this 6th day of January, 2023 and acknowledge that You have read it, that You understand it, and that You have received a completely filled-in copy of it.




Borrower: CUSITech LLC

Date

Date

Credit Union Authorized Signature

Date

**Member Business or Organization Statement, Resolution, Grant of Authority and Agreement****1Business Information**

<b>Business/Organization Name:</b> CUSITech LLC	<b>Organized under the Laws of the State of:</b> Ohio
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**GENERAL STATEMENT AND AGREEMENT BY THE UNDERSIGNED AND THE BOARD OR AUTHORITY FOR THE ENTITY EXECUTING THIS RESOLUTION:**

The undersigned are duly authorized to execute this Statement, Resolution, Grant of Authority and Agreement on behalf of the Entity Named herein; and the undersigned hereby certify that the above-named Business/Organization ("Entity") is duly organized and existing under the laws of the State indicated. The undersigned, under the penalty of perjury, hereby certify that the organization described is validly organized under applicable law and is in "good standing"; and that at a meeting of the Board of Directors, Trustees, Members or Partners, or other governing body of the Entity at which a quorum was present (if applicable), the duly authorized and governing body of this Entity adopted the following resolution, which in all respects, is in conformity with the rules, agreements, by laws, operating agreement or articles of incorporation of this Entity. It is intended that the Credit Union named-above ("Credit Union") rely upon this Resolution. If the authority contained in this resolution should be revoked or terminated by operation of law or any other reason without actual notice to the Credit Union, such revocation shall not be effective upon Credit Union. The Credit Union shall have the right to freeze access to all accounts and services if it believes there is any dispute as to the authority to act pursuant to this obligation; however, this right shall in no way obligate the Credit Union to exercise said right and its failure or refusal to exercise such rights shall in no way impute any duty, obligation or liability to the Credit Union hereunder or otherwise. The Credit Union shall be indemnified by the entity; and shall be held harmless from any and all losses suffered or liabilities incurred by such revocation or termination. This resolution shall be governed and interpreted under the laws of the State of Ohio. If multiple authorized users are listed, then any one of them acting alone is authorized to conduct any transaction or other business authorized by this Resolution.

**THEREFORE BE IT RESOLVED**, that any one of the following named persons are authorized to make loans in the name of the entity described herein, upon such terms and conditions as they may determine; and to make and execute and deliver promissory notes to evidence said organizations obligations of repayment with respect to all sums so borrowed, and to execute and deliver security agreements, pledges and assignments of all kinds and any other instruments whether of obligation or hypothecation that may be necessary or appropriate in the implementation of the borrowing authority hereby conveyed. This authority includes the authority to open any new accounts or services, and to enter into any changes, modifications or accommodations.

**Date of Meeting at which Resolution Was Adopted:**

January 3, 2022

**Authorized Person(s) to Act for the Business or Organization Are:** **The following persons will be authorized to undertake all actions set forth in the resolution above. No other persons will have authority unless this Resolution is properly replaced and new contracts and/or Signature Cards are executed as the Credit Union may require.**

<b>Authorized Party's Full Name:</b> Craig Kalie	<b>Title:</b> Member	<b>SSN:</b> 291-86-0210
<b>Authorized Party's Full Name:</b>	<b>Title:</b>	<b>SSN:</b>
<b>Authorized Party's Full Name:</b>	<b>Title:</b>	<b>SSN:</b>
<b>Authorized Party's Full Name:</b>	<b>Title:</b>	<b>SSN:</b>

**4. Complete the Section Applicable to the Form of Entity Noted on Page 1****Corporation // Limited Liability Company or Corporation ("LLC") // Professional Corporation ("PA" or "PC")**

In witness whereof, the Secretary of the Corporation, LLC (or all Members if Member Directed) or Professional Corporation named herein has hereunto set his/her hand as secretary and affixed the corporate seal, on the date above stated.

(Seal)

Secretary

**IF MEMBER DIRECTED:**

 (Seal) Member	 (Seal) Member
 (Seal) Member	 (Seal) Member
<b>Partnership:</b> The partners certify that all partners have signed below and further certify that this partnership is not a limited partnership, and execute this Agreement under seal, on the date above stated.	
 (Seal) Partner	 (Seal) Partner

## Security Agreement

Amount Borrowed	Loan Date	Maturity Date	Loan Number	Collateral Code	Loan Officer Initials
\$750,000.00	01/06/2023	01/06/2024	████████2-650		

Borrower(s): CUSITech LLC

Address 833 Green Crest Dr

City, State, Zip Westerville, OH 43081

This Security Agreement ("Agreement") is made and entered into on January 6, 2023, by and between CUSITech LLC (referred to as "You," "Your," "debtor" or "Borrower") and Pathways Financial Credit Union (referred to as "We," "Us," "Our" or "Credit Union").

To secure Your loan identified above and Your obligations reflected in the Promissory Note and Business Loan Agreement, the Business Line of Credit Agreement ("Loan Agreement") and/or Continuing Guaranty related to this Security Agreement and any related exhibits or documents such as this Security Agreement ("Agreement"), You give a continuing security interest in and upon the Collateral described in the "Security" provision of this Agreement. You agree, covenant and warrant all of the following:

**1. Liability Of Parties.** Each person who signs this Agreement agrees to be individually and jointly obligated in accordance with the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives and successors. This Agreement may also be used to secure a Continuing Guaranty given to support an obligation owed to the Credit Union by another person or entity.

**2. Collateral.** The Credit Union has been granted a security interest or lien in or upon the Collateral described in this Agreement ("Collateral"). Except for Our security interest or lien, the Collateral is owned free and clear from any adverse claim, security interest or encumbrance other than as now disclosed to Us. Without the express written consent of the Credit Union, no other liens, security interests or encumbrances will be allowed to attach to the Collateral, nor will You change the location of the Collateral for an extended period without Our prior written consent. You agree to inform Us immediately if the Collateral is to be moved from Your address shown herein or at such other address at which You have told Us the Collateral is now located. The Collateral shall not be sold or ownership otherwise transferred and at all times the Collateral shall be kept in good repair. The Collateral shall not be used for any unlawful purpose. The Credit Union shall receive Your full cooperation in obtaining everything that We require to place or maintain Our security interest in or lien on the Collateral. We may examine and inspect the Collateral at any time wherever located. All taxes or assessments on the Collateral shall be paid as they become due, and if not paid, We may pay them and shall be entitled to reimbursement or, alternatively, We may add any amount so paid to the unpaid balance of Your loan subject to the applicable interest rate.

**3. Deposit Accounts.** You hereby grant Us a contractual possessory security interest in and hereby assign, deliver, and pledge all of Your rights, title and interest in and to Your deposit accounts with Us (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts You may open in the future (except in all cases, IRA, Keogh and Trust accounts are excluded).

**4. Limited Attorney-In-Fact.** You hereby appoint Us as Your attorney-in-fact to do any and every act which You are obligated to do by this Agreement and/or Your Loan Agreement, and to exercise all of Your rights in the Collateral and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect the Collateral and to make collections and to protect Our security interest in the Collateral.

**5. Property Insurance.** You promise to maintain property insurance in an amount necessary to protect Our security interest in the Collateral, with Us named as loss payee for Our protection. Such insurance shall protect against loss by fire, theft, and collision and will provide "all risks" hull insurance in the case of aircraft or boats and accessories thereto, if any. You may provide the required property insurance through an existing policy or by a policy You independently obtain and pay for from a person of Your own choosing, providing such person is reasonably acceptable to Us. You agree to deliver satisfactory evidence of the insurance policy to Us within any time period specified in any notice from Us or on Our behalf. If You do not get or keep this insurance, We may, at Our sole option, obtain insurance to protect our interest and add its costs to Your loan (by such means as increasing Your payment or increasing Your loan term) and You agree to pay for it. We are under no obligation to obtain insurance on Your behalf. If We do obtain insurance, the cost of obtaining that insurance may be added to Your loan balance, subject to the applicable interest rate. We have the authority to obtain, adjust, settle or cancel insurance and may endorse any party's name on any draft.

**6. Delay In Enforcement.** We do not lose our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments, or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**7. Notices.** All notices pertaining to this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in this Agreement. You may change Your address for notices by giving written notice to the other parties. To the extent permitted by law, if there is more than one Borrower, notice to any Borrower will constitute notice to all Borrowers. You agree to keep Us informed at all times of Your current address.

**8. Governing Law.** You understand and agree that this Agreement will be governed by the laws of the State of Ohio.

**9. Security.** You hereby grant Us a security interest in and a lien in and upon the following:

(a) All of Your assets, tangible or intangible, of whatsoever nature, including but not limited to, Your accounts, chattel paper, deposit accounts, equipment, fixtures, general intangibles, instruments, inventory, investment property, farm products more particularly described below, if any (describe farm products, if any, and real property where farm products are located/growing);

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as-extracted collateral more particularly described below, if any (describe as-extracted collateral, if any, and real property where collateral is or to be extracted);

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and standing timber more particularly described below, if any (describe timber, if any, and real property where timber is located);

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whether now owned/existing or hereafter acquired/arising, collectively referred to as "Collateral"; and

(b) All accessions, accessories, increases, and additions to and all replacements of and substitutions for any Collateral described herein; and

(c) All products and proceeds of any of the Collateral described herein; and

(d) All accounts, contract rights, general intangibles, instruments, rents, monies, payments and all other rights, arising out of a sale, lease or other disposition of any of the Collateral described herein; and

(e) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the Collateral described in this Agreement. All records and data relating to any of the Collateral described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Your right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electric media; and

(f)

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**Signatures.** You have signed this Agreement on the date stated below and You acknowledge that You have read this Agreement, that You understand it, and that You have received a completely filled-in copy of it.

Borrower/CUSITech LLC

Date

Borrower/Guarantor: Craig Kalie

Date

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Borrower

Date

---

Borrower

Date

## Affidavit of Loan Purpose

The undersigned, engaged in business under the trade name of CUSITech LLC, being duly sworn according to law, do(es) hereby certify that the undersigned exercise(s) actual control over the managerial decisions of the above named enterprise and that the proceeds of the loan made by Pathways Financial Credit Union to the undersigned on January 6, 2023 are to be used in the enterprise for the following purpose and none other:

Working Capital Line of Credit

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Under penalty of perjury, the undersigned declare that to the best of the undersigned's knowledge and belief, this statement is true and correct.

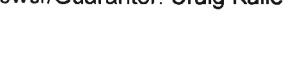
Witness

  
Borrower CUSITech LLC

Witness

  
Borrower/Guarantor: Craig Kalie

Witness

  
Borrower

Witness

  
Borrower



Financial Credit Union

Your true financial partner

5665 N Hamilton Rd Columbus, OH 43230



Cusitech LLC  
833 Green Crest Dr  
Westerville OH 43081-2838

## Statement of Account

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Statement For: 09/01/2023 - 09/30/2023

Page: 1 of 3

### OPEN A NEW SWIPE2SAVE CHECKING ACCOUNT

and we'll deposit \$250 into your account.\*



\*Must complete additional requirements within 30 days of account opening. No minimum balance is required.

[www.pathwayscu.com/specials](http://www.pathwayscu.com/specials)

## Our Privacy Policy

is available anytime on our website.

[pathwayscu.com/prvdcypolicy](http://pathwayscu.com/prvdcypolicy) | 800.367.7485

### Your Account Balances as of 09/30

Operating ID 150	105,451.43
<b>Account Balance Total</b>	<b>\$105,456.43</b>
Total Dividends Paid Year-To-Date	\$153.46



### Your Loan Balances as of 09/30

Mbi Line Of Credit ID 8100	\$750,000.00
<b>Loan Balance Total</b>	<b>\$750,000.00</b>
Total Loan Interest Paid Year-To-Date	\$61,311.95

Beginning Balance	\$5.00
0 Total Deposits for	0.00
0 Total Withdrawals for	0.00
Ending Balance	\$5.00

Joint Owner: Brent Pastorek, Craig A Kalie, Kelly Levar

### OPERATING ID 150

Annual Percentage Yield earned 0.150% from 09/01/2023 through 09/30/2023, based on Avg Daily Balance of \$105,138.80

Joint Owner: Kelly Levar, Brent Pastorek, Craig A Kalie

Beginning Balance	\$83,639.66
6 Total Deposits for	72,599.99
18 Total Withdrawals for	50,788.22
Ending Balance	\$105,451.43

Date	Transaction Description	Withdrawal	Deposit	Balance
09/01	Withdrawal Transfer To Loan [REDACTED] Online Banking Ref # [REDACTED] Weekly Payment	\$3,677.33-		\$79,962.33
09/01	Withdrawal ACH Ted Glasrud Asso Cash Conc Cusitech, LLC	2,568.86-		77,393.47
09/02	Withdrawal Transfer To Loan [REDACTED]	7,166.10-		70,227.37
09/05	Withdrawal ACH Dodge/Bluebook Payment Cusitech-LLC	675.00-		69,552.37
09/05	Withdrawal ACH Customized Uptim Payment	11,050.00-		58,502.37
09/06	Deposit ACH Gtstrade [REDACTED] Edi Paymnt Cusitech LLC		58,226.32	116,728.69
09/06	Deposit Online Banking Remote Check Deposit		554.75	117,283.44
09/06	Deposit Online Banking Remote Check Deposit		8,567.00	125,850.44
09/07	Withdrawal ACH Customized Uptim Payment	1,000.00-		124,850.44
09/07	Deposit Online Banking Remote Check Deposit		210.00	125,060.44
09/08	Withdrawal Transfer To Loan [REDACTED] Online Banking Ref # [REDACTED] Weekly Payment	3,677.33-		121,383.11
09/11	Check [REDACTED] Tracer [REDACTED]	562.71-		120,820.40
09/13	Withdrawal ACH Apa Benefits Inc Cobra Fees Customized Uptime Solu	1.40-		120,819.00

Continued on next page.



**Statement of Account**  
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Statement For: 09/01/2023 - 09/30/2023  
Page: 2 of 3

Continued from previous page.			
Date	Transaction Description	Withdrawal	Deposit
09/14	Withdrawal ACH Cna ACH Prem-Pynt Customized Uptime Solu	6,448.06-	114,370.94
09/15	Withdrawal Transfer To Loan [REDACTED] Online Banking Ref # [REDACTED] Weekly Payment	3,677.33-	110,693.61
09/15	Withdrawal ACH Wells Fargo Bank Loan Lease Cusitech, LLC	177.69-	110,515.92
09/15	Check #2036 Trace [REDACTED]	199.67-	110,316.25
09/18	Withdrawal ACH Westerville Utility Brent *Pastorek	1,241.22-	109,075.03
09/22	Withdrawal Transfer To Loan [REDACTED] Online Banking Ref # [REDACTED] Weekly Payment	3,677.33-	105,397.70
09/25	Withdrawal ACH TD Auto Finance Loan Pymt Cusitech LLC	647.22-	104,750.48
09/25	Withdrawal ACH TD Auto-Finance Loan Pymt Cusitech LLC	663.64-	104,086.84
09/28	Deposit ACH Apa Benefits Inc Other Tran Customized Uptime Solu		5,028.96
09/29	Withdrawal Transfer To Loan [REDACTED] Online Banking Ref # [REDACTED] Weekly Payment	3,677.33-	105,438.47
09/30	Dividend Deposit	12.96	105,451.43

Summary by Check Number		* Asterisk next to number indicates skip in sequence			2 Checks Cleared for \$762.38		
Number	Cleared	Amount	Number	Cleared	Amount	Number	Cleared
2036	09/15/23	\$199.67	2037	09/11/23	\$562.71		

Continued on next page.



Financial Credit Union

Your true financial partner

5665 N Hamilton Rd Columbus, OH 43230

## Statement of Account

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[REDACTED] Statement For: 09/01/2023 - 09/30/2023

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### Totals Year-to-Date

Year	Total Fees Charged YTD	Total Interest Charged YTD
2023	\$0.00	\$61,311.95

### Fees Paid

Description	Current	YTD	Description	Current	YTD
Acct-150 Total Return Item Fees	\$0.00	\$1386.00	Acct-150 Total Overdraft Fees	\$0.00	\$336.00
Acct-150 Refunded Return Item Fees	\$0.00	\$0.00	Acct-150 Refunded Overdraft Fees	\$0.00	\$0.00

**5.25% APY\***  
**CERTIFICATE SPECIAL**

\*APY equals Annual Percentage Yield. Earn 5.25% APY when you open a new 15-month special certificate; \$500 minimum deposit of funds outside of Pathways. Offer valid until 9/30/23

[pathwayscu.com/specials](http://pathwayscu.com/specials)

## **CHECKING ACCOUNT RECONCILEMENT**

**THIS FORM IS PROVIDED TO ASSIST YOU IN BALANCING YOUR CHECKING ACCOUNT**

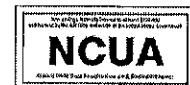
PERIOD ENDING		
<p>1. SUBTRACT FROM YOUR CHECK REGISTER ANY CHARGES LISTED ON THIS CHECKING ACCOUNT STATEMENT WHICH YOU HAVE NOT PREVIOUSLY DEDUCTED FROM YOUR BALANCE. ALSO, ADD ANY DIVIDEND.</p>		
		\$
		\$
<p>3. ENTER DEPOSITS MADE LATER THAN THE ENDING DATE OF THIS STATEMENT.</p>		\$
		\$
	<b>TOTAL (2 PLUS 3)</b>	\$
<p>4. IN YOUR CHECK REGISTER CHECK OFF ALL CHECKS PAID AND, IN AREA PROVIDED AT LEFT, LIST NUMBERS AND AMOUNTS OF ALL UNPAID CHECKS.</p>		
<p>5. SUBTRACT TOTAL CHECKS OUTSTANDING. { -</p>		\$
<p>6. THIS AMOUNT SHOULD EQUAL YOUR CHECK REGISTER BALANCE.</p>		\$

**IF YOU DO NOT BALANCE**

## **Disclosures**

Loan number(s) followed by an asterisk (\*) are open end credit accounts. With regard to those accounts, the balance subject to interest rate (shown in the "Balance" column) is the unpaid balance each day after credits are subtracted and the new advances or charges are added. The Finance Charge is computed on the daily outstanding balance by applying the daily periodic rate to the balance for the exact number of days such balance remains outstanding. The outstanding balance is shown in the columns marked balance and the daily periodic rate is disclosed after the account number. The ANNUAL PERCENTAGE RATE, which is determined by multiplying the Daily Periodic Rate by the number of periods in the year (365), is likewise disclosed after the account number.

Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government.



Federally Insured by NCUA.

<a href="#">Collapse Transactions</a>   <a href="#">Collapse Steps</a>   <a href="#">Expand Transactions</a>   <a href="#">Expand Steps</a>   <a href="#">Print</a>							Gross Amount	New Balance
Acct# S/L ID	Posting Date	Effective Date	Category	Source	Tran/Adj	Description		
0000093072 S 0150	11/02/2023	11/02/2023	Withdrawal	ACH		DODGE/BLUEBOOK PAYMENT CUSITECH-LLC	-272.75	106,111.45